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Official Public Records

Tarrant County Texas

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D209251034*Suzanne Henderson* **il and Gas Lease**

1 Pages

WHEREAS the undersigned, ^{Suzanne Henderson} **Bank of America, N.A. ("Lender")**, signing through its authorized agent, is the owner and holder of that certain indebtedness secured by a Deed of Trust ("Security Instrument") executed on March 16, 2007, by **Leobardo Arredondo and Maria Del Montelongo**, husband and wife ("Borrower" whether one or more), for the benefit of the Lender, recorded at Instrument No. D207279137, Official Public Records, Tarrant County, Texas, and is made a part hereof by reference and covers the following lands in Tarrant County, Texas (the "Lands"):

Lot 7, Block 3, Coldwater Creek, Section 3, an Addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded in Cabinet A, Slide 8756 and amended in Cabinet A, Slide 9902 of the Plat Records of Tarrant County, Texas.

And WHEREAS **Leobardo Arredondo and Maria Del Montelongo**, husband and wife ("Lessor" whether one or more), executed an Oil, Gas and Mineral Lease (the "Lease") to **XTO Energy, Inc.**, (Lessee) dated July 23, 2008, a Memorandum of which is recorded in the Official Public Records of Tarrant County, Texas, at Document Number D208399298.

Therefore, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the parties agree as follows:

1. **Non-disturbance.** Lienholder acknowledges and agrees that it will not infringe upon or disturb the owners leasehold interests of Lessee, and Lessee shall continue in the quiet enjoyment of same, including the right to pay all rents and royalties payable under the Lease to the Lessor.

2. **Payment of Royalties.** Lessee agrees, in consideration of the execution of this Agreement by Lienholder, that in the event Lienholder advises Lessee in writing that the Mortgage of Lessor is delinquent, then Lessee will pay to Lienholder all royalties and rentals due or to become due until further notice by Lienholder that the Mortgage is no longer delinquent.

3. **Consent.** Lienholder agrees that any sale of said property under and by virtue of said Deed of Trust, whether by judicial proceedings, public auction and outcry, private sale, or any other transfer, shall be made expressly subject to the aforesaid Lease, and said Lease shall not be terminated by any such transfer of the mortgaged property.

4. **Attornment.** In the event the mortgage is foreclosed for any reason, and Lienholder succeeds to the interest of the Lessor under the Lease, Lessee agrees that it shall recognize Lienholder as successor-in-interest to Lessor and to any and all of the right, title and interest of the Lessor under the Lease. Lessee agrees to render to Lienholder the performance of all of Lessee's obligations, which, under the terms of the Lease, are for the benefit of Lessor, with the same force and effect as if Lienholder were the original Lessor.

The rights and obligations of the parties hereunder shall inure to the benefit of the respective successors, heirs and assigns of each party. Therefore, the Lease and all of its terms are hereby incorporated by reference in this Agreement with the same force and effect as if set forth completely herein.

Witness my signature this the 10 day of September, 2009.

Bank of America, N.A.

By: *Sheila D. Pellnat*

Name/Title: _____

Sheila D. Pellnat**Assistant Vice President****ACKNOWLEDGMENT**

STATE OF NEW YORK §
COUNTY OF ERIE §

This instrument was acknowledged before me on the 10 day of September, 2009 by Sheila D. Pellnat (name), Assistant Vice (title/position) of Bank of America, N.A., on behalf of said organization in the capacity herein stated. President

Jennifer A. Collier
Notary Public

JENNIFER A. COLLIER
Notary Public - State of New York
No. 5100585932
Goldensville, Westchester County
Commission Expires Sept. 6, 2010

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